

MESSAGE SCAN

*Notland  
Ordner Cyn. Gypsum  
Mine File*

To M.SENSIBAUGH:R04F18D03A

From: Reed, Jolene:R04F18A

Postmark: Jan 22,92 8:38 AM

Delivered: Jan 22,92 8:34 AM

Status: Certified

Subject: Forwarded: Sample MOU

-----  
Comments:

From: Reed, Jolene:R04F18A

Date: Jan 22,92 8:38 AM

YOU UNDERSTAND THAT THIS IS FORMAT ONLY.--THE WORDS NEED TO BE CHANGED  
TO FIT THE SITUATION.

Previous comments:

From: McBeth, Brent H.

Date: Jan 17,92 3:16 PM

Here is one that we drafted with Provo City that would have displayed  
the way we cooperated to manage development. Brent

-----X-----

*Received DOGM  
5/15/92*



MESSAGE SCAN

To M.Sensibaugh:R04F18D03A  
CC Jolene

From: McBeth, Brent H.:R04F18A  
Postmark: Jan 17,92 3:16 PM

Delivered: Jan 17,92 3:13 PM

Subject: Sample MOU

---

Comments:

Here is one that we drafter with Provo City that would have displayed  
the way we cooperated to manage development. Brent

-----X-----



DRAFT

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PROVO CITY  
AND  
FOREST SERVICE  
U.S. DEPARTMENT OF AGRICULTURE

This Memorandum of Understanding, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the City of Provo in the State of Utah, hereinafter called Provo City; and the United States Department of Agriculture, Forest Service, through the Forest Supervisor of the Uinta National Forest, hereafter called the Forest Service.

- A. WHEREAS, the Forest Service and Provo City recognize the need for coordination efforts regarding the planning, design and construction efforts for the Seven Peaks resort and associated facilities within the incorporated limits of Provo City, and
- B. WHEREAS, the two parties have responsibilities for the review and approval of documents and permits related to the developing of the resort on lands within the Special Use permit and development boundary, and
- C. WHEREAS, development of facilities and lands in connection with the resort may have a substantial influence on the environment, including the safety, social and economic well being of the citizens of Provo City, and, therefore, should be coordinated to ensure the most efficient development on these lands consistent with local, State, and National requirements, the following document is adopted as a Memorandum of Understanding.

It is the understanding of both agencies that:

- A. The basic intent of this document is to strengthen the cooperative approach to the management of the Seven Peaks Resort development process on the Uinta National Forest and within the corporate boundary of Provo City at all levels of the respective agencies. Mutual concurrence will be sought to the extent possible to strengthen a unified position relative to the development process.
- B. Cooperation cannot be forced by this or any other document. It can only come from the recognized need and desire to cooperate.
- C. The Forest Service/ Provo City relationship will be on a professional basis, as both cooperators attempt to meet common goals.
- D. A basic need of both agencies is to be kept informed on matters of mutual interest. Information received by one party from the developer will be shared with the other party. This means that Provo City should be kept informed in a timely manner and its recommendations solicited on matters of National Forest management that may effect the development and operation of the Resort; and the Forest Service should be informed in a timely manner and its recommendations solicited on development in connection with the Resort that may affect National Forest System lands.



The Forest Service agrees to:

A. Continue to advise Provo City about Resort development plans for lands within the Special Use and Development boundary and consult with Provo City prior to any significant change in these plans.

B. Share expertise, upon request, with Provo City in specialties where the Forest Service has particular experience and skill to the extent that personnel are available.

C. Provide input, upon request, to the Provo City Planning Commission and Provo City Council on the process, applicable requirements, constraints and mitigation measures identified through the National Environment Policy Act, NEPA.

D. Provide appropriate and timely review and input into the City Building Permit process to incorporate applicable requirements.

E. Provide the lead role in coordination, approval, monitoring and inspection of activities associated with road construction, reconstruction, grading and maintenance; ski run development; utility corridors; and associated vegetative clearing, revegetation, drainage, and erosion control on National Forest system lands associated with the project.

F. Provide Provo City the opportunity for review, but have final approval authority for the Master Plan, Operating Plans, and other plans required by the Special Use Permit.

G. Provide coordination with selected consultants, certified engineers, Provo City and State of Utah Tram Board for monitoring and inspections of lifts, trams and related facilities to ensure compliance with National Standards. The State Tram Board has final approval authority.

Provo City agrees to:

A. Consult with the Forest Service prior to any proposed, significant change in plans for the resort affecting lands within the permit or development boundary.

B. Share expertise, upon request, with the Forest Service where Provo City has particular specialties and skills to the extent that personnel are available.

C. Provide Forest Service appropriate and timely review of overall Master Plans, development, design, construction, and operating plans associated with the resort to incorporate applicable requirements.

D. Provide key role in coordination of input, permitting, monitoring, and inspection of activities associated with buildings constructed in connection with the resort development to ensure compliance with the Uniform Building Code.

E. Provide key role in coordination of input, permitting, monitoring and inspection of construction activities associated with water, power and sewage utilities constructed to support the resort in accordance with the Uniform Building Code.



Both Mutually agree:

A. To recognize the respective responsibilities, authorities, and limitations of the other party.

B. To consult with each other prior to issuing significant announcements regarding the development of the resort.

C. Facilities will not be developed on private lands within the permit boundary unless both parties mutually agree.

D. Current Forest Plan Standards and Guidelines; mitigation measures and criteria developed through the NEPA process will be used as criteria for the preservation of the natural resources on both private and National Forest system lands within the permit boundary.

E. The signing or initialing for permit applications, and plans by the other party signifies their knowledge of the said action and does not constitute any formal approval, only knowledge of an impending action.

Additional comments can be sent to the issuing agency, expressing suggested concerns, modifications, additions or deletions.

F. That each and every provision of this Memorandum is subject to the ordinances of Provo City, the laws of the State of Utah and the laws of the United States.

G. That nothing in this Memorandum of Understanding shall be construed as obligating the Forest Service or Provo City in the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.

H. In carrying out the terms of the Memorandum of Understanding, there shall be no discrimination against any person because of race, religion, color, sex, or national origin.

I. That this Memorandum of Understanding shall become effective when signed by both parties, and shall continue in force until terminated by mutual agreement following notice in writing to the other of their intentions to do so.

City of Provo, Utah

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

U.S. Department of Agriculture, Forest Service

\_\_\_\_\_  
Forest Supervisor

\_\_\_\_\_  
Date